

Terms and Conditions v.5

Definitions

"Navrtar" means the private limited company "Navrtar Ltd.", established and having its offices at Dickens Yard, Longfield Avenue, Ealing, W5 2UQ.

1. "Customer" means any natural or legal person who has entered into an agreement with Navrtar with a view to use the facilities of Navrtar.
2. "Participant" means any person participating in the Game.
3. "Game" means the virtual reality games that are played in the Navrtar building.
4. "Property" means the property in which the Game is being played.
5. "Compensation" means the total price that the Customer pays for him/herself (and any Participants) to participate in the Game.

Applicable terms and conditions

7. These terms and conditions apply to any agreement that Navrtar makes, as well as any participation in the Game. These conditions prevail over any other set of terms that may be used by any Customer, unless otherwise agreed.
8. Anyone admitted to the Property, or located in the Property without permission of Navrtar, is deemed to have knowledge of and agreed to these terms and conditions.

Guaranteed numbers

9. A minimum number of participants applies to group arrangements. If there are fewer participants than the indicated guaranteed amount, the costs of the minimum number of participants will be charged. The specific guaranteed numbers will be expressed at the time of booking.

Payment

Payment must be made before the Customer (and any participants accompanying him/her) uses any facility of Navrtar.

10. In case of reservations, a written commitment must be made. This commitment is binding unless otherwise agreed. Payment is required when making a reservation, unless otherwise agreed.
11. If payment has been agreed after invoicing, payment must in any case be made within fourteen (14) days of the invoice date. This deadline is non-negotiable.
12. In case of payment afterwards, Navrtar has the right to charge administration costs.

Default

14. In case of non-payment or late payment in accordance with the strict deadlines described above, there will be a default. In that case, the Customer who does not act in the exercise of a profession or business by the due date of the deadline shall owe the statutory interest at that time. The Customer who acts in the exercise of a profession or business owes the commercial interest at that time as of the expiry date of the deadline.
15. In the event of non-payment or late payment, the Purchaser will be charged collection costs.

Bookings

16. Booking in advance is not mandatory, but it is recommended.
17. Navrtar reserves the right to combine several reservations into one Game. There cannot be guarantees that a (group) participant(s) has / have the Game for himself, unless payment is made for the maximum number of places.
18. The time indicated in the confirmation of the reservation is the starting time of the Game. The Participants are expected to be present 15-30 minutes before the start time.
19. If the Customer does not arrive on time, it cannot be guaranteed that he can play the Game for the reserved time period and there will be strictly no refunds or rescheduling.
20. Navrtar is not obliged to allow a Participant who does not arrive 15 minutes before the start time to take part in the game.

Cancellations

21. The Customer can cancel or change the reservation up to 48 hours in advance by means of rescheduling time and/or date or get a refund. After this, Navrtar reserves the right to charge the reserved number of Participants. In the event of cancellation within 24-48 hours prior to the reservation, the customer is to be charged 45% of their booking fee. The remaining 55% will be given in the form of a voucher for future use. Cancellations within 24 hours of the reservation will not be refunded or rescheduled.
22. For large group bookings (20+), the Customer can cancel or change the reservation up to 7 days in advance by means of rescheduling time and/or date or get a refund. After this, Navrtar reserves the right to charge the reserved number of Participants. In the event of cancellation within 7 days, there are no refunds or rescheduling.

Drugs & Alcohol

23. The use and possession of alcohol, soft and hard drugs is prohibited. If such means are nevertheless found among Participants,

irrespective of their own use or commercial purposes, this means immediate removal and definitive denial of the access.

24. If the staff of Navrtar suspects possession and/or use of drugs or if a Participant is suspicious within the premises, Navrtar reserves the right to immediately deny access to the Participant.

Belongings and clothing of Customers

25. Lost property must be delivered to the staff of Navrtar.
26. Navrtar is not liable for the loss of clothing and/or other property belonging to a Customer or Participant. Garments and/or properties that have been left behind by the Participants will be kept for a period of two months. After that period, these items will be removed.

Safety

27. Customers and Participants may be required to identify themselves.
28. Everyone is obliged at all times to follow the instructions of the staff of Navrtar.
29. In connection with safety and order in and around the building, visible and non-visible cameras have been set up in various places. The recordings made with these cameras are not shared with third parties and are kept for a limited time, except to the extent that the recordings are necessary for the detection of possible disturbances, violations of law or other undesirable behaviour. By accepting these conditions, Customers and Participants agree that images can be made of them for the aforementioned reasons.

Navrtar Liability

30. Entering the facilities of Navrtar is for everyone at their own risk.
31. Any liability of Navrtar for damage (also as a result of theft) which Customers or Participants suffer is excluded.
32. In the event that Navrtar should prove to be liable then this liability is limited to a maximum of the amount paid out under the liability insurance in the relevant case.
33. Participants will be required to follow all instructions from the hosts. Navrtar reserve the right to remove participants from the game if rules are not followed.

Liability Customer and Participant(s)

34. Customers and Participants are jointly and severally liable for damage resulting from loss, theft, or damage to the property or property of (staff of) Navrtar and third parties, as well as to any injuries caused to employees of Navrtar and third parties, irrespective of whether the damage or injury is the result of any act or omission on the

part of the Purchaser itself, or Participants who were in the Navrtar Building with the permission of Customer.

35. With regard to the materials to be used by the Customer and Participants during play, the following amounts must be compensated in the event of loss, theft or damage to the material concerned:

Sensors (each)	£50
VR headset	£400
Computers (PC or Backpack PC)	£3,500
VR Gun	£300

36. The Customer indemnifies Navrtar against all claims in respect of damage by third parties that are (also) the result of any act or omission of the Customer or Participants who were on the premises of Navrtar with the permission of the Customer.

Minimum age

37. Participants must be 10 years or older on the day of the participation. Participants under the age of 18 must be accompanied by an adult at all times. Participants under 18 will not be able to participate without an adult present. ID will be required if age needs to be verified.

Photography

38. I hereby permit Navrtar to use my photograph and or film for promotional purposes. I understand that this content may be used for Navrtar's publications or on our website/social media platforms.

Modifications on terms and conditions

39. Navrtar is authorized to change these terms.

Applicable Law

40. All agreements with Navrtar are governed by U.K. law.
41. In respect of all disputes ensuing from this agreement, the court of the place of business of Navrtar shall be competent, unless another judge is compelled under mandatory law.